

Angel Carrazco, Jr. (SBN 230845)  
 Kent M. Henderson, of counsel (SBN 139530)  
 Christopher L. Holm (SBN 308446)  
**CARRAZCO LAW, A.P.C.**  
 2400 Main Street, Suite 200  
 Irvine, CA 92614  
 Telephone: (714) 541-8600  
 Facsimile: (714) 541-8601

Attorneys for Plaintiffs  
 William Omar Castillo Miranda, et al

**UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

WILLIAM OMAR CASTILLO  
 MIRANDA, an individual and as  
 Successor in Interest for Decedent,  
 WILLIAM RENE SALGADO MIRANDA;  
 JUANA MARIA MIRANDA, an individual  
 and as Successor in Interest for Decedent,  
 WILLIAM RENE SALGADO MIRANDA;  
 O.C.E. a minor by and through their  
 Guardian ad Litem, EUGENIA  
 GUADELUPE ESPINOZA SALMERON;  
 EUGENIA GUADELUPE ESPINOZA  
 SALMERON, an individual; OSMAR  
 ANTONIO CASTILLO BLANDON, an  
 individual; KARLA VANESSA  
 BLANDON, an individual,

Plaintiff,

vs.

CITY OF HUNTINGTON PARK; RENE  
 REZA, an individual; APRIL WHEELER,  
 an individual; MATTHEW RINCON, an  
 individual; NICK NICHOLS, an individual;  
 JOSE A. YAMASAKI, an individual; SAUL  
 RODRIGUEZ, an individual; and DOES 1  
 TO 10, inclusive, DOES 1-10, inclusive.

Defendants.

CASE NO.: 2:23-cv-09412-CBM-  
 AGR

EX PARTE APPLICATION AND  
 PETITION FOR APPROVAL OF  
 MINORS' COMPROMISE OF  
 MINOR PLAINTIFF, O.C.E.;  
 MEMORANDUM OF POINTS  
 AND AUTHORITIES IN  
 SUPPORT THEREOF

[Declaration of Kent M. Henderson  
 and Exhibits thereto filed concurrently  
 herewith]

The Hon. Consuelo Marshall

**TO THE CLERK OF THE COURT AND TO THE HONORABLE  
CONSUELO MARSHALL:**

**PLEASE TAKE NOTICE** that Plaintiff, O.C.E., a minor by and through their Guardian Ad Litem, EUGENIA GUADELUPE ESPINOZA SALMERON, hereby petitions this Court Ex Parte to approve the minor's proposed compromise of their claims in this matter. The details of the history of the litigation and the terms of the minor's compromise and settlement are set forth in the Petition for Compromise of the Claim of Minor, supporting Declaration and Exhibits attached hereto and/or filed herewith.

Statement of Local Rule 7-3 Compliance: Prior to filing this motion, the parties conferred in detail regarding its contents and Defense counsel, Caroline Byrne, of WOODRUFF & SMART, has been given notice of this Application and Defendants have no objection to it. Defendants and their counsel have agreed to the terms of the minors' compromises and settlements, obtained the necessary approvals of them and have agreed to allow Plaintiffs to seek the Order Approving Compromises Ex Parte and to obtain the approval without a hearing.

This Application is based on this Petition, the Memorandum of Points and Authorities, the records and files of this Court, the attached Declaration of Kent M. Henderson and exhibits thereto.

DATED: July 25, 2025

**CARRAZCO LAW, A.P.C.**

/s/ Kent M. Henderson

By:

ANGEL CARRAZCO, JR.  
KENT M. HENDERSON  
CHRISTOPHER L. HOLM  
Attorneys for Plaintiffs  
William Omar Castillo Miranda, et al

**EX PARTE APPLICATION AND PETITION FOR ORDER**  
**APPROVING MINOR'S COMPROMISE**

**I. INTRODUCTION:**

**A. Statutory Basis for Petition for Minor's Compromise and Brief Description of Overall Settlement**

Central District of California L.R. 17-1.2 provides that “no claim in any action involving a minor or incompetent person shall be settled, compromised, or dismissed without leave of the Court embodied in an order, judgment, or decree.” Petitioner hereby submits this petition for the approval of the settlement obtained in this matter for Minor, O.C.E. and requests that the Court approve the proposed distribution of the minor's funds. Plaintiffs are filing the current Petition to Approve Minor's Compromise and Supporting documents in compliance with Local Rule 17-1.2.

A global settlement of the case as to all parties was reached in the total sum of \$500,000.00. This settlement requires court approval of the claims of the minor, O.C.E. (age 16). The minor O.C.E. will receive a gross settlement amount of \$100,000.00, of which they will receive a net sum of \$60,000.00. Minor, O.C.E. will utilize structured settlement/annuity. The settlement will include settlement of the minor Plaintiff's claim and Plaintiffs' dismissal of the current action (in exchange for the Defendants' global settlement payment of \$500,000.00 as to all of the Miranda Plaintiffs). The details of the settlement for which approval is sought, including the net amounts and the distribution of the proceeds are set forth herein and in the supporting documents and exhibits filed herewith.

**B. Factual Background/Procedural History**

This is a case regarding the October 30, 2022, police shooting death of Decedent, WILLIAM RENE SALGADO MIRANDA (aka WILLIAM SALGADO) (age 31 at time of death). He was shot by CITY OF HUNTINGTON PARK and its HUNTINGTON PARK POLICE DEPARTMENT (hereinafter sometimes referred to collectively as “HPPD”) police Officers RENE REZA, APRIL WHEELER, MATTHEW RINCON, NICK NICHOLS, JOSE A. YAMASAKI, and SAUL RODRIGUEZ (referred to at times collectively as “Defendant Officers”). Plaintiff, O.C.E. is one of six Plaintiffs collectively referred to as the “Miranda Plaintiffs,” and is the biological half-brother of Decedent, WILLIAM RENE SALGADO MIRANDA (aka WILLIAM SALGADO) represented by current Plaintiffs’ counsel. Plaintiff, O.C.E. is the only minor Plaintiff of the six Miranda Plaintiffs.

On October 30, 2022, HPPD Defendant Officers arrived at Plaintiffs’ residence in Huntington Park. When they arrived, Decedent, WILLIAM SALGADO was in the courtyard of the apartment complex, talking on the phone with his children and with his father, Plaintiff WILLIAM OMAR CASTILLO MIRANDA, stepmother, Plaintiff EUGENIA GUADELUPE ESPINOZA SALMERON, half-brother Plaintiff, OSMAR ANTONIO CASTILLO BLANDON, and half-brother / minor plaintiff, O.C.E. HPPD Defendant Officers instructed the Plaintiffs to go into their second-floor apartment, and engaged in a conversation with Decedent, WILLIAM SALGADO for an extended period of time. Plaintiffs, WILLIAM OMAR CASTILLO MIRANDA and OSMAR

1 ANTONIO CASTILLO BLANDON remained outside, but moved to a balcony  
2 overlooking the courtyard and with a clear view of Decedent WILLIAM SALGADO  
3 and HPPD Defendant Officers. Minor Plaintiff, O.C.E. went inside, but was near a  
4 window and could clearly hear the entire interaction going on. Plaintiffs allege that  
5 during the course of this interaction, HPPD Defendant Officers suddenly and  
6 unjustifiably used deadly force, shooting and killing Decedent, WILLIAM SALGADO.  
7 Some of the Plaintiffs watched and/or directly heard the events and the shooting death  
8 taking place.  
9

10  
11 On May 1, 2023, Plaintiffs' counsel timely presented Government Claims to City  
12 of Huntington Park and HPPD on behalf of Plaintiffs. On June 11, 2024, Plaintiffs  
13 thereafter timely filed a lawsuit in the United States District Court for the Central  
14 District of California containing causes of action for violation of Substantive Due  
15 Process (42 U.S.C. §1983 (14<sup>th</sup> Amendment)), and Negligent Infliction of Emotional  
16 Distress. Plaintiffs filed a First Amended Complaint on July 29, 2024, and was  
17 promptly served thereafter. Prior to filing suit, the Miranda Plaintiffs' counsel had  
18 diligently sought information about the Incident, including the names of the shooters  
19 through a Public Records Request. The Miranda Plaintiffs were then able to include the  
20 HPPD Defendant Officers in the complaint. Defendants filed an Answer to the  
21 Operative Complaint on July 31, 2024. It was determined prior to filing that a lawsuit  
22 had been filed on behalf of the surviving minor children of Decedent by Law Offices of  
23 Dale Galipo (referred to at times as the "Salgado Plaintiffs"). The cases were eventually  
24  
25  
26  
27  
28

1 consolidated. Plaintiffs' counsel served Plaintiffs Initial Disclosures, conducted written  
2 discovery obtaining police records, photographs and other voluminous documents and  
3 exhibits. Miranda Plaintiffs' counsel engaged vigorously in the litigation process,  
4 working in conjunction with counsel for the Salgado Plaintiffs. Miranda Plaintiffs'  
5 counsel engaged in all depositions (over 10 in total), defended the depositions of all six  
6 plaintiffs, attended the depositions of all Salgado Plaintiffs, and worked in conjunction  
7 with counsel for the Salgado Plaintiffs in retaining experts (police practices expert and  
8 pathology / bullet trajectory analysis expert). Miranda Plaintiffs' counsel then engaged  
9 in opposing Defendants' Motion for Summary Judgment. Miranda Plaintiffs' counsel  
10 then engaged in mediation, wherein the matter reached a settlement. (See Declaration of  
11 Kent M. Henderson regarding the foregoing and the efforts / work expended by  
12 Plaintiffs' counsel in this matter).

13  
14 The case involved complicated, disputed issues regarding of alleged resistance  
15 and failure to surrender of Decedent, claims of qualified immunity, claims of Decedent's  
16 alleged actions of supposed "suicide by cop," etc. The case required an analysis of the  
17 autopsy results compared to the testimony of the Defendant Officers and other evidence.  
18 To this end, counsel for Miranda Plaintiffs actively participated in the taking of the  
19 deposition of county medical examiner Dr. Juan Carillo, MD. The Los Angeles County  
20 District Attorneys' Office conducted an investigation of the shooting and as of the filing  
21 of the suit (and settlement) has not yet made a determination of whether to file criminal  
22 charges as to the HPPD Defendant Officers.

1 The \$500,000.00 global settlement was divided as follows among the Miranda  
2 Plaintiffs: \$200,000.00 for Plaintiff, WILLIAM OMAR CASTILLO MIRANDA;  
3 \$125,000.00 for Plaintiff, OSMAR ANTONIO CASTILLO BLANDON; \$100,000.00  
4 for minor Plaintiff, O.C.E.; \$45,000.00 for Plaintiff, JUANA MARIA MIRANDA;  
5 \$20,000.00 for Plaintiff, EUGENIA GUADELUPE ESPINOZA SALMERON; and  
6 \$10,000.00 for Plaintiff, KARLA VANESSA BLANDON.  
7

8  
9 The overall costs in the case are to be divided amongst the five adult Miranda  
10 Plaintiffs. Minor Plaintiff, O.C.E. will not pay any share of costs out of his share of  
11 settlement proceeds. This division was agreed to by the Miranda Plaintiffs collectively,  
12 but also reflects the facts and also the various legal strengths of the individual Plaintiff's  
13 claims. For instance, minor Plaintiff O.C.E. is being assigned 1/5 (20%) of the overall  
14 settlement which is the third most of any Plaintiff. One of the reasons O.C.E. is being  
15 assigned \$100,000.00 gross settlement is that there was a serious challenge made by  
16 Defendants to his best claim for relief – Negligent Infliction of Emotional Distress,  
17 whereas Plaintiffs, WILLIAM OMAR CASTILLO MIRANDA (father) and OSMAR  
18 ANTONIO CASTILLO BLANDON (half-brother, who directly witnessed (eyes and  
19 ears) the shooting of Decedent), Plaintiff O.C.E. was inside the apartment and  
20 experienced the shooting only by hearing it. Some of the other plaintiffs were assigned  
21 much smaller amounts than O.C.E. because they were not present when Decedent was  
22 shot [but still had 14<sup>th</sup> Amendment Substantive Due Process claims].  
23  
24  
25  
26  
27  
28

1 This case was vigorously litigated and Plaintiffs' counsel advanced and expended  
2 \$28,890.72 in total recoverable costs made up of \$21,338.22 in litigation costs and  
3 \$7,552.50 in expert costs. (Henderson Dec.). Minor Plaintiff O.C.E. is not being  
4 charged any portion of these costs. The settlement of the minor Plaintiff is through the  
5 use of structured settlement / annuity as set forth below.  
6

## 7 **II. THE PROPOSED SETTLEMENT AND DISTRIBUTION**

### 8 **A. The Overall Settlement**

9  
10 Plaintiff, O.C.E. (half-brother DOB: 01/22/2009, current age 16) is the half-  
11 brother of Decedent, WILLIAM SALGADO. The instant claim of O.C.E. arises from  
12 the fatal shooting of WILLIAM SALGADO by HPPD Defendant Officers on October  
13 30, 2022. The claims by minor Plaintiff, O.C.E. include violation of Substantive Due  
14 Process (42 U.S.C. §1983 (14<sup>th</sup> Amendment)), and Negligent Infliction of Emotional  
15 Distress against all Defendants.  
16  
17

18 The Plaintiff is: O.C.E. (current Age: 16 years old; Date of Birth [01-22-2009]),  
19 Guardian Ad Litem: EUGENIA GUADELUPE ESPINOZA SALMERON (mother);  
20

21 The overall total settlement is that Defendants will pay \$500,000.00 total, gross  
22 settlement to all Plaintiffs and their counsel, of which minor Plaintiff, O.C.E. will  
23 receive \$100,000.00 gross settlement and \$60,000.00 net settlement, and in exchange for  
24 said settlement payment, Plaintiffs will dismiss the current action. The breakdown of  
25 the settlement proceeds is set forth below.  
26  
27  
28



**B. The Proposed Settlement Distribution for Minor Plaintiff**

Plaintiff, O.C.E. will receive \$100,00.00 gross (\$60,000.00 net) of the overall \$500,000.00 gross global settlement, to be distributed as follows:

**Minor Plaintiff O.C.E.** Total Gross Settlement: \$100,000.00 -- (20% of the overall gross settlement). Attorneys' fees \$40,000.00 (40%). Litigation (including expert) costs: \$ 0.00 (0% of total costs). Net to Minor O.C.E. (to fund structure/annuity): [100,000.00 gross settlement – \$40,000.00 attys' fees – \$0.00 litigation costs = \$ 60,000.00]; and

The Net Proceeds of the Settlements (after attorneys' fees and costs) will be distributed as follows:

As to **Minor Plaintiff O.C.E.** the net \$60,000.00 will be payable to "New York Life Insurance Company" to fund a structured settlement annuity with a payout schedule as follows:

**Payable to Plaintiff O.C.E.**

**Guaranteed Lump Sums:**

\$15,000.00 paid as a lump sum on 01/22/2027 guaranteed  
\$17,000.00 paid as a lump sum on 01/22/2029 guaranteed  
\$18,000.00 paid as a lump sum on 01/22/2031 guaranteed  
\$20,522.65 paid as a lump sum on 01/22/2033 guaranteed (See Henderson Dec and Exhibit Nos. 1 and 2 thereto)

The structured settlement / annuity for O.C.E. is with New York Life Insurance and Annuity Corporation which is rated A++ Size XV by A.M. Best Credit Ratings (See Henderson Dec. and Exhibit Nos. 1 and 3 thereto).

**C. Description of the Attorneys' Fees and Costs**

The extensive litigation included: Carrazco Law, A.P.C. (hereinafter "Carrazco Law") taking and defending numerous depositions, including the Defendant officers, guardian and the autopsy surgeon. (See Henderson Dec.). Carrazco Law shared expenses for (in conjunction with Law Offices of Dale Galipo) and provided materials to the Plaintiffs' police practices expert (Scott Defoe) including a crucial photograph taken by the Miranda Plaintiffs that showed the decent at his point of rest after the shooting.

Additionally, Carrazco obtained the records regarding the shooting through discovery efforts, responded to written discovery, propounded written discovery, obtained the autopsy and autopsy photographs, conducted additional investigation, prepared clients for deposition, took and/or participated in the depositions of Defendants, took and/or participated in expert depositions (Plaintiff and Defendant), opposed the Defendants' Motion for Summary Judgment, prepared the Mediation Brief for the Mediation, advised clients and attended the Mediation, and prepared the current petitions. Carrazco also shared expenses for (in conjunction with Law Offices of Dale Galipo) the retention of, the Plaintiffs' police practices expert (Scott Defoe) and pathology / bullet trajectory analysis expert (Bennett Omalu, MD).

Carrazco Law also vigorously opposed Defendants' Motion for Summary Judgment. The Opposition to the MSJ required compiling the evidence for the Separate Statement and numerous hours of preparation of the Points and Authorities and supporting documents and exhibits. The Declaration of Kent M. Henderson has

1 additional information regarding the legal work performed by Carrazco in this matter,  
2 which Declaration is incorporated by reference herein as though fully set forth at this  
3 point.  
4

5 The attorneys' fees are being charged at 40% (\$40,000.00 as to the Minor Plaintiff  
6 O.C.E.) as allowed under the Carrazco retainer agreements and given the special skill  
7 and difficult nature of these type of civil rights cases. (See Henderson Dec.).  
8

9 Carrazco Law advanced and expended \$28,890.72 in total recoverable costs made  
10 up of \$21,338.22 in litigation costs [filing fees, deposition transcript costs, copies of  
11 records, etc.] and \$ 7,552.50 in expert costs. (See Henderson Dec.).  
12

13 As more fully set forth below, the settlement includes a Qualified  
14 Assignment/structured settlement annuity with payment schedules for periodic payments  
15 for minor Plaintiff O.C.E. The \$500,000.00 overall gross, global settlement is inclusive  
16 of all attorney's fees and costs of litigation. Minor Plaintiff, O.C.E.'s portion of the  
17 gross, global settlement (\$100,000.00) is not being charged any amount for costs  
18 incurred in this matter. The proposed settlement distribution of the net settlement  
19 amounts is set forth above.  
20  
21

22 **TOTALS:**

23 Therefore, Plaintiff, O.C.E. hereby requests an order directing disbursements to be  
24 made from the settlement proceeds as follows:  
25

26	Check No./ Payable to	Amount
27		
28	1. New York Life Insurance Company	\$60,000.00

(Annuity Draft/Annuity Company)  
[for O.C.E. settlement]

2. Carrazco Law, A.P.C. \$40,000.00  
(Attorneys' fees only)

**TOTAL:** \$100,000.00

### **III. DISCUSSION**

#### **A. Procedural Framework**

District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c), to safeguard the interests of litigants who are minors. Rule 17(c) provides, in relevant part, that a district court "must appoint a guardian ad litem-or issue another appropriate order-to protect a minor or incompetent person who is unrepresented in an action." Fed.R.Civ.P. 17(c). In general, all transactions involving the claims of minors and their proceeds are subject to court approval.

The Local Rules provide the applicable procedural framework. Local Rule 17-1.2 provides that no claim involving a minor "shall be settled, compromised, or dismissed without leave of the Court embodied in an order, judgment, or decree." Local Rule 17-1.3 provides that "[i]nsofar as practicable, hearings on petitions to settle, compromise or dismiss a claim in an action involving a minor or incompetent person shall conform to California Code of Civil Procedure Section 372 and California Rule of Court 3.1384." These code sections refer to the requirement of court approval and incorporate other rules requiring disclosure of various pertinent facts. California Rule of Court 3.1384 provides that "[a] petition for court approval of a compromise or covenant not to sue

1 under Code of Civil Procedure section 372 must comply with rules 7.950, 7.951, and  
2 7.952." Finally, Local Rule 17-1.5 provides that in all cases involving the claims of  
3 minors, "the Court shall fix the amount of attorney's fees." This application also  
4 requests that the Court fix the amount of attorneys' fees at the amounts set forth above.  
5

6 **B. Disclosures pursuant to California Rule of Court 7.950**

7  
8 1. Petitioner, EUGENIA GUADELUPE ESPINOZA SALMERON is the  
9 Guardian Ad Litem for minor Plaintiff, O.C.E.

10 2. Minor Claimant O.C.E. is the biological half-brother of Decedent in this  
11 case, WILLIAM OMAR CASTILLO MIRANDA.  
12

13 3. The Minor O.C.E.'s gender is male and he was born on January 22, 2009.  
14 R.A. is currently 16 years old.  
15

16 4. The nature of O.C.E.'s claims in this lawsuit are set forth in the operative  
17 Complaint filed in this action. Plaintiff, O.C.E. brought claims for violation of  
18 Substantive Due Process (42 U.S.C. §1983 (14<sup>th</sup> Amendment)), and Negligent Infliction  
19 of Emotional Distress against all Defendants. Plaintiff, O.C.E. reached a settlement of  
20 this matter through negotiation by counsel for the parties.  
21

22 5. Plaintiff, O.C.E.'s damages in this case arise from (1) the loss of familial  
23 relations with his biological half-brother and from contemporaneous witnessed (heard)  
24 the shooting of his biological half-brother, under federal and state law. (Henderson  
25 Dec.).  
26  
27  
28

1           6.     Medical treatment is not relevant. Plaintiff, O.C.E., has not received  
2 medical treatment in connection with this case.

3           7.     Medical billing is not relevant. Plaintiff, O.C.E., has not received medical  
4 treatment in connection with this case.

5           8.     Out of the total \$500,000.00 global settlement, Minor Plaintiff O.C.E. is  
6 receiving: \$100,000.00 gross settlement (20% of total global settlement). (Henderson  
7 Dec.).

8           9.     The net proceeds for R.A. are \$60,000.00. \$40,000.00 was deducted for  
9 attorneys' fees (40%) and minor Plaintiff O.C.E. is not paying any share of the costs  
10 incurred in this matter from their gross settlement. [\$100,000.00 – \$40,000.00 =  
11 \$60,000.00]. (Henderson Dec.).

12           10.    The net proceeds for O.C.E. of \$60,000.00 will be used to fund a structured  
13 settlement/annuity to be distributed over time. The structure settlement/annuity will  
14 make payments directly to Plaintiff O.C.E. as follows:

15           Guaranteed Lump Sums:

16           \$15,000.00 paid as a lump sum on 01/22/2027 guaranteed

17           \$17,000.00 paid as a lump sum on 01/22/2029 guaranteed

18           \$18,000.00 paid as a lump sum on 01/22/2031 guaranteed

19           \$20,522.65 paid as a lump sum on 01/22/2033 guaranteed

20           11.    Attached as "Exhibit No. 1" to this petition is the Minor's Compromise  
21 Addendum regarding minor Plaintiff O.C.E. with the periodic payment schedule and the  
22 reference to the financial size of the Life Insurance Company that will issue the periodic  
23

1 payments (New York Lif Insurance Company rated A++ financial size XV by A.M.  
2 Best) is incorporated herein in its entirety by reference. O.C.E.'s Guardian ad Litem  
3 agrees to this structure and believes that it is in the best interests of her son, O.C.E.  
4

5 12. The moving Guardian ad Litem does not have any claims against the minor  
6 plaintiffs in connection with the subject incident.  
7

8 13. California Welfare and Institutions Code Section 14124.73 does not apply.

9 14. This motion does not seek an order for payment of money to a special needs  
10 trust. (Henderson Dec.).  
11

12 **C. Disclosures pursuant to California Rule of Court 7.951**

13 1. This petition was prepared by Carrazco Law, A.P.C., located at 2400 Main  
14 Street, Suite 200, Irvine, CA 92614. Carrazco Law, A.P.C. was previously located (until  
15 March of 2025) at 18301 Irvine Boulevard, Tustin, CA 92780. (Henderson Dec.).  
16

17 2. Carrazco Law, A.P.C. did not become concerned with this matter at the  
18 instance of any party against whom the claim of said minor is asserted. (Henderson  
19 Dec.).  
20

21 3. Carrazco Law, A.P.C, represents all Plaintiffs (6 in total) including minor  
22 Plaintiff O.C.E., but are not employed by any other party or any insurance carrier  
23 involved in the matter. (Henderson Dec.).  
24

25 4. Carrazco Law, A.P.C., has not to date received any compensation for  
26 services in connection herewith from any person. (Henderson Dec.).  
27  
28

1           5. Carrazco Law, A.P.C. accepted this engagement for a contingency fee, plus  
2 reimbursement for any costs advanced. The retainer agreement provides for a 40 percent  
3 attorney fee recovery if the matter concludes after commencement a lawsuit. The  
4 retainer agreement also provides that Plaintiff's counsel may take the greater of 40  
5 percent of all gross amounts recovered or the attorneys' fees awarded by petition to  
6 prevailing party under 42 U.S.C. Section 1988 (the latter is not relevant as the case  
7 settled rather than there being a verdict and judgement). Plaintiffs' counsel is taking a  
8 40% attorneys' fee in this matter. (Henderson Dec.). The attorneys' fees total  
9 \$40,000.00 as to the minor Plaintiff O.C.E.'s \$100,000.00 gross settlement and the costs  
10 total \$28,890.72, of which minor Plaintiff O.C.E. is not being charged any share of the  
11 costs. This leaves a \$60,000.00 net settlement to minor Plaintiff O.C.E. which amount  
12 will be used to fund a structured settlement / annuity for the benefit of the minor Plaintiff  
13 O.C.E.  
14  
15  
16  
17

18           **E. Petitioner's Endorsement**

19           Petitioner, EUGENIA GUADELUPE ESPINOZA SALMERON has made a  
20 careful and diligent inquiry and investigation to ascertain the facts relating to the  
21 incident giving rise to the minor's claims, the parties responsible for the incident, and the  
22 nature, extent and seriousness of the minors' claims. Petitioner further understand the  
23 transactions proposed in this petition, and request that the Court approve it.  
24  
25

26           Petitioner recommends these transactions and the proposed distribution to the  
27 Minor, O.C.E. to the Court as being fair, reasonable, and in the best interests of Minor  
28



1 O.C.E., and request the Court approve them and make such other and further orders as  
2 may be just and reasonable.

3 Petitioner specifically requests that the Court enter an order approving the  
4 proposed annuity described in Exhibit Nos. 1 and 2. Petitioner submits that these  
5 disbursements are reasonable and in her son's best interests, and requests that the Court  
6 approve them and make such other and further orders as may be just and reasonable.  
7

8  
9 **F. Attorneys' fees and minor plaintiffs**

10 Local Rule 17-1.5 provides that in call cases involving the claims of minors, "the  
11 Court shall fix the amount of attorney's fees." See also Local Rule 83-5.3 (identical rule  
12 effective June 1, 2012, superseded by current rule). The attorneys' fees that are  
13 requested to be approved represent an amount due under the existing retainer agreement,  
14 40%.  
15

16  
17 This case involved a substantial amount of risk, a great deal of work and was  
18 vigorously litigated by a hardworking team of attorneys from Carrazco Law, A.P.C.  
19 Plaintiffs' counsel obtained outstanding results for their clients in this case. As a result  
20 of the attorneys' efforts, O.C.E. will enjoy annuity payments spread over a number of  
21 years. As a result of the work of Plaintiffs' counsels the City of Huntington Park and its  
22 Huntington Park Police Department Police officers responsible for his half-brother's  
23 death was the subject of an important civil rights settlement, which (it is hoped) will  
24 deter future police misconduct of this kind. Put simply, the result in this case served the  
25 public interest.  
26  
27  
28

1 If O.C.E.'s counsel were not awarded a fully compensatory fee in such cases, then  
2 this would discourage similarly situated attorneys from taking these types of cases.  
3 Specifically, it would provide a disincentive for skilled attorneys to take cases involving  
4 minor plaintiffs, which if anything require a higher level of legal expertise and  
5 experience than cases involving adult plaintiffs. Civil rights cases are difficult enough  
6 for attorneys to take and win, without the additional disincentive of a reduced fee at the  
7 end. In sum, a larger reduction of the attorneys' fees would inhibit the provision of high  
8 quality of legal services to civil rights victims who are minors. In turn, minor plaintiffs,  
9 such as O.C.E. would not be able to attract competent counsel who could achieve similar  
10 results.  
11

12  
13  
14 Accordingly, Plaintiff, O.C.E.'s attorneys request the approval of the full amount  
15 of the requested attorneys' fees and costs.  
16

17 **III. CONCLUSION**

18 For the reasons above, the Court should enter the [Proposed] Order Approving  
19 Minors Compromise for Minor, O.C.E. submitted concurrently herewith.  
20

21 DATED: July 25, 2025

**CARRAZCO LAW, A.P.C.**

*/s/ Kent M. Henderson*

By: \_\_\_\_\_


ANGEL CARRAZCO, JR.  
KENT M. HENDERSON  
CHRISTOPHER L. HOLM  
Attorneys for Plaintiffs

27 \\  
28 \\  
18

**ENDORSEMENT OF PETITION:**

I, EUGENIA GUADELUPE ESPINOZA SALMERON, as Guardian Ad Litem of my son, O.C.E., have reviewed the foregoing Petition for Approval of Minors' Compromise and I know and approve of its contents.

DATED: July 25, 2025

  
EUGENIA GUADELUPE ESPINOZA SALMERON,  
as Guardian ad Litem of O.C.E.